

COMPLAINT EXHIBIT 11



Agricultural Strategies Group
Agricultural Finance
MetLife Investment Management
10801 Mastin Blvd, Suite 700
Overland Park, KS 66210

VIA OVERNIGHT MAIL

September 18, 2024

Jeremy Rasmussen

Director
Phone: 913-661-2222
Email: jeremy.rasmussen@metlife.com

Maricopa Orchards, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

Farshid Assemi
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

Farid Assemi
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

Darius Assemi
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

NOTICE OF DEFAULT AND ACCELERATION OF DEBT

RE Loan 197586 (the "**Loan**") made to Maricopa Orchards, LLC, a California limited liability company (the "**Borrower**") from Metropolitan Life Insurance Company ("**Lender**"); the Loan Agreement between Borrower and Lender dated September 28, 2015 (the "**Loan Agreement**"); the Promissory Note from Borrower to Lender in the original principal amount of \$1,850,000.00 dated September 28, 2015 (the "**Note**"); the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated September 28, 2015, and recorded on September 29, 2015, in Kern County, California, as Document No. 000215135115, as amended by the Consent to Transfer dated October 28, 2022, and recorded on May 25, 2023, in the official records of Kern County, California, under Document No. 223061422 (the "**Deed of Trust**"); the respective Loan Guaranty Agreements dated September 28, 2015 (the "**Guaranties**") executed by Darius Assemi, Farid Assemi, and Farshid Assemi, each as guarantor (collectively, the "**Guarantors**") (collectively, with the Borrower, the "**Obligors**"); and any and all amendments thereto and other documents evidencing the debt and security thereon (collectively with the Loan Agreement, Note, Deed of Trust, and Guaranties, the "**Loan Documents**").

Dear Obligors:

MetLife Investment Management, LLC is sending this letter in its capacity as the investment manager for Lender. Reference is made to the above-numbered Loan and the Loan Documents. Capitalized terms used herein shall have the same meaning as those terms are defined in the Loan Documents unless otherwise stated herein.

You are hereby notified that Obligors remain in Default due to an existing Event of Default under the Loan Documents as a consequence of Obligors' failure to timely pay to the Lender the amounts due and delinquent, as set forth in Lender's letter dated September 4, 2024, a copy of which is enclosed for your reference.

LENDER HEREBY ACCELERATES THE TOTAL PRINCIPAL DUE AND DEMANDS THE IMMEDIATE PAYMENT, IN FULL, OF ALL INDEBTEDNESS OWED UNDER THE LOAN DOCUMENTS, TOGETHER WITH ANY INTEREST AND LATE CHARGES ACCRUED TO THE DATE OF PAYMENT AND THE PREPAYMENT PREMIUM DUE UPON PAYMENT.

The total principal now due is \$1,332,000.00, together with accrued Interest and Late Charges (Default interest on past due payments) in the amount of \$46,606.98, as of September 17, 2024, which will continue to accrue interest at the rate of \$30.65 *per diem*, and prepayment premium of \$51,507.95 (the "**Loan Payment**"), plus all costs, fees, and expenses as allowed in the Loan Documents.

If the Loan Payment, together with all costs, fees and expenses due Lender under the Loan Documents (which amount may be requested in the payoff quote addressed below) is not paid within two (2) business days of the receipt of this letter, Lender will exercise its rights and remedies under the Loan Documents and applicable law, including, without limitation, the commencement of actions to foreclose the Deed of Trust, and Obligors will be liable for attorneys' fees and costs of collection.


Please contact the Lender for a full payoff quote of the Indebtedness due under the Loan on the date of intended payment and related remittance instructions.

Nothing contained in this letter is intended to create or constitute, and nothing shall be deemed or construed to create or constitute, a waiver, modification, relinquishment, or forbearance by Lender of any of Lender's rights or remedies under any of the Loan Documents or at law or in equity, including, without limitation, any and all rights and remedies in connection with any other defaults or events of default that may now or hereafter exist under any of the Loan Documents, all of which rights and remedies are hereby expressly reserved. Furthermore, nothing in this letter shall be deemed or construed to constitute a waiver, release, or modification of any default or obligation of the Obligors or any other party under the Loan Documents. Neither delay by, nor failure of, Lender to exercise any right, power, or privilege under any of the Loan Documents shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege, including acceptance of partial or delayed payments, shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Lender reserves all rights, including the right to declare a default at any time.

Sincerely,

Metropolitan Life Insurance Company,
a New York corporation

By: MetLife Investment Management, LLC
Its Investment Manager

By: 
Name: Jeremy Rasmussen
Its: Authorized Signatory and Director

Encl.

Cc Douglas A. Gibson (via email dagibson@metlife.com)
Purvi Shah (via email purvi.shah@metlife.com)
Jason Hollrah (via email: Jason.hollrah@assemigroup.com)
Karen Goodbody (via email: karen.goodbody@assemigroup.com)
Virginia M. Pedreira (via email: virginia.pedreira@stoel.com)



Via Email and Overnight Courier

September 4, 2024

Maricopa Orchards, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

Farid Assemi
Farshid Assemi
Darius Assemi
5260 N. Palm Avenue
Suite 421, Mail Stop M
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Agricultural Strategies Group
Agricultural Finance
MetLife Investment Management
10801 Mastin Blvd. Suite 700
Overland Park, KS 66210

Roberta L. Black

Associate Director
Phone: 913-661-2275
Email: rblack@mellife.com

NOTICE OF DEFAULT AND DEMAND FOR PAYMENT

RE Promissory Note dated September 28, 2015 (the "Loan"), Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated September 28, 2015 filed in the Kern County Recorder's Office State of California (the "Deed of Trust") and any and all other documents evidencing the debt and security thereon (collectively with the Loan and the Deed of Trust, the "Loan Documents"), all signed and delivered to Metropolitan Life Insurance Company (the "Lender") by Maricopa Orchards, LLC, (the "Borrower") with Farid Assemi, Farshid Assemi and Darius Assemi as Guarantors (collectively, the "Guarantors") – Loan No. 197586

Dear Borrower and Guarantors

MetLife Investment Management, LLC is sending this letter in its capacity as the investment manager for Lender. This letter serves as notification to the Borrower and Guarantors of an Event of Default under the Loan Documents and to demand payment of the amounts past due from July 5, 2024, as found in the table below:

07/05/2024 Interest	\$31,968.00
Default Interest 7/5 to 9/04/2024	\$838.27
07/05/2024 Principal	\$37,000.00
Default Interest 7/5 to 9/04/2024	\$970.22
Total Due 9/04/2024	\$70,776.49

Per Diem: \$30.65

As a consequence of the Borrower's failure to timely pay to the Lender the amounts due and delinquent as set forth above, the Borrower is in default under the Loan Documents.

The Lender demands that arrangements be made to have the past due status satisfied on or before September 10, 2024. The Lender requests that payment be made immediately via the following wire transfer instructions:

**JP Morgan Chase
New York, NY
ABA #021000021
MetLife Investment Management LLC
One MetLife Way, Whippany, NJ 07981
Account No. 736760213
Ref: Loan 500197586 – Maricopa Orchards**

If the amounts above are not paid by September 10, 2024, the Loan will be accelerated and the entire unpaid principal, accrued interest, late fees and other charges will be due and payable immediately.

Nothing contained in this letter is intended to create or constitute, and nothing shall be deemed or construed to create or constitute, a waiver, modification, relinquishment, or forbearance by Lender of any of Lender's rights or remedies under any of the Loan documents or at law or in equity, including, without limitation, any and all rights and remedies in connection with any other defaults or events of default that may now or hereafter exist under any of the Loan Documents, all of which rights and remedies are hereby expressly reserved. Furthermore, nothing in this letter shall be deemed or construed to constitute a waiver, release, or modification of any default or obligation of the Borrower or any other party under the Loan Documents. Neither delay by nor failure of Lender to exercise any right, power, or privilege under any of the Loan Documents shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege, including acceptance of partial or delayed payments, shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Lender reserves all rights and remedies available to it under the Loan Documents.

Sincerely

MetLife Investment Management, LLC

By: Roberta Black

Roberta Black
Authorized Signatory

Encl.

Cc Jason Hollrah (via email: Jason.Hollrah@assemigroup.com)
Karen Goodbody (via email: Karen.Goodbody@assemigroup.com)
Virginia M. Pedreira (via email: virginia.pedreira@stoel.com)
Douglas A. Gibson
Jeremy Rasmussen